

EXHIBIT A SCOPE OF WORK

DESIGN BUILDER'S ARCHITECTURAL RESPONSIBILITIES

A. GENERAL

1. **PROJECT DESCRIPTION:** This will be a Design-Build Project pursuant to ARS Section 34-601 et seq. A general description of the Project is: upgrade the pool pump pits at Mesquite Aquatic Center, Greenfield Pool, Williams Field Pool and Perry Pool to allow staff to shut off valves without entering into the pool pump pit areas.
- 1.1 Design-Builder shall be responsible for the professional quality, technical accuracy and the coordination of all studies, reports, projections, master plans, designs, drawings, specifications, special provisions and other Services furnished by Design-Builder under this Contract. Design-Builder shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.
- 1.2 The Contract sets forth the construction budget for the Project. Design-Builder shall complete the Schematic, Design Development, and Construction Documents, such that construction cost of the Project designed by Design-Builder will not exceed the construction budget and shall not proceed from one phase to another unless the budget for the phase in is compliance with the construction budget or any approved revised construction budget. If at anytime during the design of the Project it appears the cost of construction may exceed the construction budget, Design-Builder shall immediately notify GILBERT. If the construction budget is exceeded, Design-Builder shall value engineer the Project at no additional cost to GILBERT.
- 1.3 Design-Builder shall maintain a log of all meetings, site visits or discussions held in conjunction with the Services, with documentation of major discussion points, observations, decisions, question or comments. These shall be furnished to GILBERT for inclusion in the overall Project documentation.
- 1.4 All Services performed under this Contract shall be performed by or under the direct supervision of persons then licensed in the State of Arizona to perform these Services. The name of each such licensed individual shall be listed on the title sheet of the Plans and Specifications.
- 1.5 All designs and specifications prepared by Design-Builder shall comply with the Americans with Disabilities Act, as determined by permitting agencies.
- 1.6 If Design-Builder provides defective, incomplete, unclear, or uncoordinated documents in preparing the specifications and Contract Documents, all costs of responding to any protest or appeal or of any necessary rebidding will be borne by Design-Builder.
- 1.7 Design-Builder shall be required to comply with all requirements for the use of Federal Funds during design and construction of the Project if applicable.

1.8 The Design-Builder shall prepare a preliminary schedule of the Work for GILBERT and PM/CM's written approval. The schedule shall show the activities of GILBERT and Design-Builder necessary to meet GILBERT's completion requirements. The schedule shall be updated periodically with the level of detail for each schedule update reflecting the information then available. If an update indicates that a previously approved schedule will not be met, the Design-Builder shall recommend corrective action to GILBERT and PM/CM in writing. The work will be scheduled, planned and reported using the Critical Path Method utilizing Primavera compatible software.

1.9 Time is of the essence in this contract.

B. PRE-DESIGN PHASE

1. PROJECT INITIATION

1.1 Upon final execution of the Contract with GILBERT, the Design-Builder shall:

1.1.1 Meet with GILBERT and its representatives to prepare a detailed task analysis and work plan for documentation in a computer generated project schedule. GILBERT or, if a PM/CM is retained by GILBERT, the PM/CM, will produce the final scheduling format based on data furnished by Design-Builder.

This task analysis and work plan will identify specific tasks including, but not limited to: interviews, data collection, required GILBERT filing standards, analysis, report preparation, planning, Architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be Design Phase Milestone activities or dates, specific task responsibilities, required times for completion and additional definition of deliverables.

1.1.2 Review the developed work plan with GILBERT and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

1.1.3 Participate in a general Project kick-off meeting to include the Design-Builder's appropriate subconsultants, and GILBERT staff and PM/CM, if applicable.

1.1.3.1 The project kick-off meeting will introduce key team members from GILBERT, the PM/CM and the Design-Builder to each other defining roles and responsibilities relative to the Project.

1.1.3.2 Identify and review pertinent information and/or documentation necessary from GILBERT for the completion of the Project.

1.1.3.3 Review and explain the overall project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.

1.1.3.4 Review and explain the task analysis and project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.

1.1.3.5 Review documentation of the project kick-off meeting prepared by GILBERT's representative and comment prior to distribution.

1.1.3.6 Design-Builder shall record and distribute Project Kick-off meeting minutes to all parties in attendance.

2. DEVELOPMENT OF ARCHITECTURAL PROGRAM

2.1 Perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed. Identify design issues relating to functional need, directives and constraints imposed by regulatory codes. The design of the Project shall take into consideration impacts of the Project on neighboring residential uses.

2.1.1 Design-Builder shall identify critical issues affecting project completion and certification; significant site considerations; applicable planning and zoning requirements; applicable code requirements; applicable fire and life safety requirements; sanitary and storm sewer service requirements; electrical power service and requirements; heating, ventilating and air conditioning requirements; natural gas availability and requirements; and domestic, reclaimed and fire water service requirements.

2.1.2 Develop and manage the design schedule.

2.1.3 Hold initial public information meetings at a location designated by GILBERT.

2.1.4 Conduct Architectural program meeting with GILBERT's selected project stakeholders.

2.1.5 Develop an estimate of probable construction cost for the Project; estimates are to be based on the developed functional Architectural programs as approved by GILBERT.

2.1.5.6 Estimates prepared by the Design-Builder:

2.1.5.6.1 All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by GILBERT and their representatives.

2.1.5.6.2 Contingencies for design, bidding or construction, if included in the estimate, are to be included as individual line items, with the percentage and base of calculation clearly identified.

2.1.5.6.3 All construction cost estimates developed per the above should additionally be presented in a building systems format (e.g. foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.

2.1.5.6.4 The Design-Builder's proposed cost format must be submitted to GILBERT for review and approval.

2.1.5.6.5 Mechanical, electrical, structural, civil, landscaping and estimating subconsultants shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the cost estimate, when required.

3. SITE MASTER PLANNING

3.1 Prepare a Site Plan configuration for the proposed facility. The development of this Site Plan should incorporate or be based upon completion of the following tasks:

3.1.1 Conduct initial, intermediate and final community meetings to solicit feedback, comments, and concerns from the community.

3.1.2 Document and take into consideration existing physical characteristics of the proposed site such as topography, drainage, plant coverage, views to and from the proposed site, current site usage and potential for future development and facility expansion.

3.1.3 Design-Builder shall have a soils report conducted by a licensed geotechnical engineer in the State of Arizona and design the foundation of the project in accordance with the soils report. The soils report shall include soil percolation tests.

3.1.4 Analyze the proposed site existing conditions relative to potential effect on master planning circulation, access, parking, constructability, facility expansion and future development potential.

3.1.5 Develop a Site Plan showing in detail the elements of the proposed facility and its supporting elements of site development, including the appropriate accommodations of projected parking, resolution of access and on-site circulation, and existing or proposed commitments of land to other uses.

4. MEETINGS

4.1 During Architectural Programming Design it is anticipated that one (1) meeting per week will be convened between GILBERT, PM/CM, Design-Builder and all stakeholders. Such meetings shall be held at GILBERT's Municipal Complex. Decisions made at such meetings and subsequently approved by GILBERT shall be binding. Any revisions or reconsiderations of such decisions shall constitute a change in the scope of services of the Design-Builder. Design-Builder shall record and distribute meeting minutes to all parties in attendance.

5. DELIVERABLES

5.1 Design-Builder shall provide to GILBERT the following materials resulting from the work of the Project in quantities as determined prior to reproduction for submittal:

5.1.1 Functional and Architectural Program Report

5.1.2 Master Site Plan

5.1.3 Project Cost Estimate

5.1.4 Collected meeting notes, notes, visit or telephone reports, interview minutes or notes, and summary correspondence

6. PROJECT CESSATION PROVISIONS

6.1 Upon completion and review of the functional and Architectural program and site planning, no further work shall be done unless and until GILBERT has given a written Notice to Proceed to Design-Builder to the Design Phase.

C. DESIGN PHASE

1. SCHEMATIC DESIGN (SD) 30%

1.1 Schematic Design: Upon written authorization from GILBERT, to proceed with the Schematic Design, Design-Builder shall, utilizing the results of the Functional and Architectural Program Report, prepare for GILBERT's review Schematic Design documents as follows:

1.1.1 Architectural

1.1.1.1 Scaled floor plans showing overall dimensions, identifying the various major areas and their relationships.

Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.

1.1.1.2 Preliminary building exterior elevations and sections in detail to demonstrate design concept indicating location and size of fenestration.

1.1.1.3 Identify proposed roof system, deck, insulation system and drainage technique, as applicable.

1.1.1.4 Site plan with building located and minimum one (1) foot contour grade intervals. All major site development, such as paving, utilities and outside facilities shall be shown, including property lines, adjacent existing structures, walls and fences fifty (50) feet beyond the property line.

1.1.1.5 Building design shall pay particular attention to orientation, solar consideration and passive energy techniques and shall conform to all adopted energy regulations.

1.1.1.6 Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.

1.1.1.7 Identify code requirements, include occupancy classification(s) and type of construction.

1.1.2 Structural

1.1.2.1 Layout structural systems with dimensions and floor elevations. Identify structural systems (pre-cast, structural steel with composite deck, structural steel bar joists, etc.); with preliminary sizing identified.

1.1.2.2 Identify foundation systems (fill requirements, piles, caissons, spread footings, etc.); with preliminary sizing identified.

1.1.3 Mechanical

1.1.3.1 Calculate block heating, ventilation and cooling loads

1.1.3.2 Select HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.

1.1.3.3 Select plumbing systems and equipment that are appropriate for use in the intended facility.

1.1.3.4 Show selected system on drawings as follows:

1.1.3.4.1 Single line drawings(s) of all mechanical equipment spaces, ductwork and pipe chases.

1.1.3.4.2 Location and preliminary sizing of all major equipment and duct work in allocated spaces.

1.1.3.4.3 Schematic piping.

1.1.3.4.4 Temperature control zoning.

1.1.4 Electrical

1.1.4.1 Calculate overall approximate electrical loads.

1.1.4.2 Identify proposed electrical system for service, power, lighting, low voltage and communication loads.

1.1.4.3 Provide site lighting layout.

1.1.4.4 Show system(s) selected on drawings as follows:

1.1.4.4.1 Single line drawing(s) showing major distribution system.

1.1.4.4.2 Location and preliminary sizing of all major electrical systems and components including:

- Load centers
- Main panels
- Switch gear

1.1.4.5 Identify special systems required. (audio, video, security, phone, data, fire alarm, etc.)

1.1.5 Civil

1.1.5.1 Development of on and off site utility systems, as applicable, such as sewer, water, storm drain, firewater lines and fire hydrants.

1.1.5.2 Identify surface improvements including roadways, parking (with assumed wheel weights) preliminary finish grades and drainage.

1.1.5.3 Coordinate finish floor elevations with architectural site plan.

1.1.5.4 Coordinate topographical and boundary survey of the project site and surrounding area as required by the Project.

1.1.6 Landscaping

1.1.6.1 Development and coordination of landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.

1.1.7 Specifications

1.1.6.2 Outline specifications of proposed architectural, structural, mechanical and electrical materials, system and equipment and their criteria and quality standards. Design-Builder is to use GILBERT's standardized equipment/material list (if applicable) for new construction and modernization in development of the project design and specifications.

1.1.8 Permits

1.1.8.1 Identify, coordinate and begin preparation of all regulatory agency reports, permits and inspections that will be required.

1.1.9 Estimates

- 1.1.9.1 Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work.

Complete cost meaning labor, material, waste allowance, sales tax and subcontractor's mark-up.

General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the Construction Specification Institute (CSI) category.

- 1.1.9.2 The estimate shall separate the project's building cost from site and utilities cost. Design-Builder to submit to GILBERT and PM/CM, if applicable, the cost-estimating format for prior review and approval.
- 1.1.9.3 Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction contingency, and cost index (i.e. Lee Saylor Index).

1.1.10 Meetings

- 1.1.10.1 During the Schematic Design development it is anticipated that one (1) meeting per week will convene between GILBERT and the Design-Builder to address specific design issues and to facilitate the decision making process. Such meetings shall be held at GILBERT's Municipal Complex. Decisions made at such meetings and subsequently approved by GILBERT shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Design-Builder. Design-Builder shall record and distribute meeting minutes to all parties in attendance.

~~Design-Builder shall attend Pre-Application meeting with GILBERT Staff and prepare all required documents and exhibits.~~

~~Design-Builder shall attend a minimum of two (2) Design Review Board Meetings and prepare all required documents and exhibits if applicable.~~

~~If the project is located within the Heritage District the Design-Builder shall attend a minimum of two (2) Redevelopment Commission meetings and prepare all required documents and exhibits. NA~~

Design-Builder shall make corrections as required, to reflect Design Review Board and/or Redevelopment Commission comments into the drawings, specifications and estimate. All such corrections will be made at no cost to GILBERT.

1.1.11 Deliverables

- 1.1.11.1 Design-Builder shall provide to GILBERT the following materials resulting

from the work of the Project in quantities as determined prior to reproduction for submittal:

- Schematic Design Packages (full size plans) with alternatives and Cost Estimate.
- Schematic Design Packages (half size plans) with alternatives and Cost Estimate.
- Outline Specifications.
- A statement indicating changes made to the program/master plan.

1.1.12 Presentation

- 1.1.12.1 Design-Builder along with subconsultants shall present and review with GILBERT the detailed Schematic Design.

The schematic design studies shall be revised within the program parameters until a final concept has been accepted and approved by GILBERT at no additional cost to GILBERT.

1.1.13 Project Cessation Provisions

- 1.1.13.1 Upon completion of the schematic design study, GILBERT shall have the right to terminate this Contract upon written notice of such termination to Design-Builder.

GILBERT shall pay the Design-Builder only the fee associated with the services provided for Schematic Design. All projects documents and plans shall become the property of GILBERT.

2. DESIGN DEVELOPMENT (DD) 60%

- 2.1 Upon written authorization by GILBERT to proceed with Design Development, Design-Builder shall prepare from the Schematic Design documents approved by GILBERT. Design Development documents shall incorporate accepted Schematic Design review comments and consist of the following:

2.1.1 Architectural

- 2.1.1.1 Scaled, dimensioned floor plans with final room locations including all openings.
- 2.1.1.2 A tabulation of both the net and gross assignable floor areas, and a comparison to the initial program area requirements.
- 2.1.1.3 1/8" scale building sections showing dimensional relationships, materials and component relationships.

- 2.1.1.4 Identification of all fixed equipment to be installed in construction contract.
- 2.1.1.5 Site plan completely drawn with beginning notes and dimensions including grading and paving.
- 2.1.1.6 Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
- 2.1.1.7 Site utility plans started.
- 2.1.1.8 Preliminary development of details and large-scale blow-ups.
- 2.1.1.9 Legend showing all symbols used on drawings.
- 2.1.1.10 Floor plans identifying all fixed and major movable equipment and furniture.
- 2.1.1.11 Further refinement of Schematic Design outline specification for architectural, structural, mechanical, electrical, civil and landscape manuals, systems, and equipment.
- 2.1.1.12 Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
 - Light fixtures
 - Ceiling registers or diffusers
 - Access Panels
- 2.1.1.13 Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.
- 2.1.1.14 Architectural details and large blow-ups started.
- 2.1.1.15 Well-developed finish, door, and hardware schedules.
- 2.1.1.16 Fixed equipment and furniture details and identification started.

2.1.2 Structural

- 2.1.2.1 Structural drawing with all major members located and sized.
- 2.1.2.2 Establish final building and floor elevations.
- 2.1.2.3 Preliminary specifications.
- 2.1.2.4 Identify foundation requirement (fill requirement, piles, etc.) with associated soil pressure, water table and seismic center.
- 2.1.2.5 Structural floor plans and sections with detailing well advanced.

2.1.2.6 Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.

2.1.2.7 Completed coversheet with general notes, symbols and legends.

2.1.3 Mechanical:

2.1.3.1 Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.

2.1.3.2 Major mechanical equipment should be scheduled indicating size and capacity.

2.1.3.3 Ductwork and piping should be substantially located and sized.

2.1.3.4 Devices in ceiling should be located.

2.1.3.5 Legend showing all symbols used on drawings.

2.1.3.6 More developed outline specifications indicating quality level and manufacturer.

2.1.3.7 Mechanical calculations virtually completed with all piping and ductwork sized.

2.1.3.8 Large scale mechanical details should be started.

2.1.3.9 Mechanical schedule for equipment substantially developed.

2.1.4 Electrical

2.1.4.1 All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space(s).

2.1.4.2 All major electrical equipment should be scheduled indicating size and capacity.

2.1.4.3 Complete electrical distribution including a one-line diagram indicating final location of switchboards, communications, controls; (high and low voltage) motor control centers, panels transformers and emergency generators, if required.

2.1.4.4 Legend showing all symbols used on drawings.

2.1.4.5 Lighting, power, signal and communication plans should show all switching and controls. Fixture schedule and lighting details development should be

started.

2.1.4.6 Distribution information on all power consuming equipment; lighting and device branch wiring development should be well started.

2.1.4.7 All electrical equipment schedules should be started.

2.1.4.8 Special system components should be approximately located on plans (audio, video, security, phone, data, fire alarm, etc.)

2.1.4.9 Provide site lighting layout and photometric calculations.

2.1.5 Civil

2.1.5.1 Further refinement of Schematic Design development of on and off site utility systems for sewer, water, storm drain and fire water. Includes pipe sizes, materials, invert elevation location and description of manholes, clean outs, hookups, bedding and installation details.

2.1.5.2 Further refinement of Schematic Design roadways, parking, site utilities and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

2.1.5.3 Identify, coordinate and prepare all regulatory agency reports, permits and inspections that will be required.

2.1.6 Landscape

2.1.6.1 Further refinement of Schematic Design concepts. Includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines and controllers.

2.1.7 GILBERT shall provide GILBERT's standard general conditions.

2.1.8 Specifications

2.1.7.1 Further refinement of the outline specifications developed during schematic design consistent with the design development phase of the project.

2.1.9 Permits

2.1.9.1 Provide an update as to the status of all required permit application submittals and approvals.

2.1.10 Estimate

2.1.10.1 Design Development Estimate: This estimate shall be prepared by specification section, summarized by CSI category. Also provide an estimate

sorted by GILBERT's bid packages. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups and general conditions shall be listed separately.

2.1.11 Meetings

2.1.11.1 During Design Development it is anticipated that two (2) meetings per month will convene to address specific design issues and to facilitate the decision making process. Such meetings shall be held at GILBERT's Municipal Complex. Documented decisions made at such meetings and subsequently approved by GILBERT shall be binding. Any revisions or reconsiderations of such decisions affecting program master plan and schematic design shall change in the scope of services of the Design-Builder. GILBERT and Design-Builder shall schedule progress meetings to coincide with the Design-Builder's coordination meeting. Design-Builder shall record and distribute meeting minutes to all parties in attendance.

2.1.12 Review by GILBERT or PM/CM

2.1.12.1 Design drawings shall be reviewed by GILBERT, or the PM/CM if a PM/CM has been retained, and review comments shall be incorporated into the design drawings at no additional cost to GILBERT.

2.1.13 Deliverables

2.1.13.1 Design-Builder shall provide to GILBERT the following materials resulting from the work of the Project in quantities as determined prior to reproduction for submittal:

2.1.13.1.1 Full size sets of plans from all professional disciplines necessary to deliver the project

2.1.13.1.2 Half size sets of plans from all professional disciplines necessary to deliver the project

2.1.13.1.3 Design Development Specifications

2.1.13.1.4 Cost Estimate

3. CONSTRUCTION DOCUMENT (CD) 100%

3.1 Upon written authorization from GILBERT to proceed with the Construction Documents, Design-Builder shall prepare from Design Development Documents approved by GILBERT, Construction Documents incorporating accepted Design Development review comments and consisting of the following:

3.1.1 Construction Documents – 100% Stage

3.1.1.2 Architectural

- 3.1.1.2.1 Completed site plan.
- 3.1.1.2.2 Completed floor plans, elevations and sections.
- 3.1.1.2.3 Architectural details and large blow-ups completed.
- 3.1.1.2.4 Finish, door and hardware schedules completed, including all details.
- 3.1.1.2.5 Site utility plans completed.
- 3.1.1.2.6 Fixed equipment and furniture details and identification completed.
- 3.1.1.2.7 Reflected ceiling plans completed.

3.1.1.3 Structural

- 3.1.1.2.8 Structural floor plans and sections with detailing completed.
- 3.1.1.2.9 Structural calculations completed.

3.1.1.4 Mechanical

- 3.1.1.4.1 Large scale mechanical details complete.
- 3.1.1.4.2 Mechanical schedules for equipment completed.
- 3.1.1.4.3 Completed electrical schematic for environmental cooling and exhaust equipment.
- 3.1.1.4.4 Complete energy conservation calculations and report.

3.1.1.5 Electrical

- 3.1.1.5.1 Lighting and power plan should show all switching and controls. Fixture schedule and lighting details should be completed.
- 3.1.1.5.2 Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
- 3.1.1.5.3 All electrical equipment schedules completed.
- 3.1.1.5.4 Special system components plans completed.
Electrical load calculations completed (audio, video, security,

phone, data, fire alarm, etc.)

3.1.1.5.5 Site lighting layout and photometric calculations completed.

3.1.1.6 Civil

3.1.1.6.1 All site plans, site utilities, parking and roadway systems completed.

3.1.1.7 Specifications

3.1.1.7.1 Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, they shall be followed by the words “or approved equal”.

Specifications shall not contain restrictions that will limit competitive bids other than those necessary for GILBERT maintenance requirements.

At one hundred percent (100%) review, specifications shall be reviewed by GILBERT and corrections made as directed at no cost to GILBERT.

3.1.1.7.2 Coordination of the development of specifications by other disciplines.

3.1.1.7.3 Specifications shall be in CSI format.

3.1.1.8 Estimate

3.1.1.8.1 Update and refine the 60% Design Development phase estimate to a 100% estimate.

3.1.1.9 Permits

3.1.1.9.1 Report on the status of all required permit approvals.

3.1.1.1 Deliverables

3.1.1.1.1 Design-Builder shall provide to GILBERT the following materials resulting from the work of the Project in quantities as determined prior to reproduction for submittal:

One hundred percent (100%) submittal – Full size sets of the one

hundred percent (100%) working drawings, specifications, engineering calculations and cost estimate.

Statement of requirements for testing and inspection of service for compliance with construction documents and applicable codes.

A statement at each stage of CD review indicating any authorized changes made to the program from the last submittal and the cost impact of such changes on the previously approved Construction Budget.

Files including all correspondence, meeting, back check comments, checklists, etc. to date.

3.1.2 Construction Documents Final Stage

3.1.2.1 The construction document final stage shall be for the purpose of the Design-Builder incorporating all GILBERT accepted Construction Documents review comments and Regulatory Agencies' comments into the drawings, specifications, and estimate. All corrections made by the Design-Builder during this stage should be at no additional cost to GILBERT.

3.1.2.2 Make corrections as required, to reflect regulatory agencies' final back-check comments into the drawings, specifications and estimate. All such corrections will be made in a timely manner and at no cost to GILBERT.

3.1.2.3 Update and refine the subcontractor's completed Construction Documents.

3.1.2.4 Upon written approval by GILBERT that the documents are complete, Design-Builder shall provide to GILBERT completed original mylars and a complete set of specifications on reproducible masters. Reproduction of the contract documents for distribution to bidders will be provided by GILBERT.

3.1.2.5 Deliverables

3.4.2.5.1 The final contract documents delivered to GILBERT upon completion of the Design-Builder's work shall consist of the following:

3.4.2.5.2 Drawings: CD of all drawings on Design-Builder's with each subconsultant's State license stamp.

3.4.2.5.3 Specifications: Original technical specifications on reproducible masters in CSI format.

3.1.3 During the Construction Document development it is anticipated that four (4) meetings per month will convene to address specific design issues and to facilitate the decision

making process. Such meetings shall be held at the Municipal Complex in the Town of Gilbert. Documented decisions made at such meetings and subsequently approved by GILBERT shall be binding. Any revisions or reconsiderations of such decisions affecting program, master plan, schematic design and design development shall constitute a change in the Scope of Services of the Design-Builder. Design-Builder shall record and distribute meeting minutes to all parties in attendance.

D. CONSTRUCTION PHASE SERVICES

1. Architect shall participate in the Pre-Construction Conference. Meeting coordination and minutes shall be provided by Design-Builder.
2. Architect shall participate in weekly meetings with the construction contractor. Meeting coordination and minutes shall be provided by Design-Builder.
3. Architect shall review submittals submitted to Design-Builder and forwarded to Architect for shop drawings, Project information, manufacturers' O&M manuals, shop and mill test results and alternate products for compliance with the Contract Documents.
4. Architect shall respond to Requests for Information forwarded to Architect by Design-Builder. Architect shall issue, as necessary, written and verbal interpretations and clarifications of the Contract Documents. Architect shall prepare sketches to clarify Contract Documents where necessary.
5. Respond to requests for change orders forwarded by Design-Builder and provide recommendations to Design-Builder for change orders. This work will involve Architect's comments on change order memos and preparation of necessary sketches, if required. Design-Builder shall prepare the change order documents.
6. Architect shall respond to requests from Design-Builder for recommendations regarding Work Change Directives. All design and engineering questions and revisions will be forwarded to Architect by Design-Builder for Architect's recommendation.
7. Architect shall visit the site weekly. Architect's visits shall be conducted by Architects familiar with the design of the Project, including Architect's mechanical, structural, electrical and instrumentation Architects, when appropriate.
8. Architect will provide opinions and observations in writing to Design-Builder regarding compliance with plans and specifications for improvements that are observed by the Architect at the time of the Architect's visits.
9. Architect will review record drawings throughout the construction phase to insure that they are updated monthly and current. A final review of the completed record documents will be provided. As-builts shall be submitted to Gilbert electronically for their review and certification.

EXHIBIT B

PRE-CONSTRUCTION PHASE SERVICES

(Scope of Services Fee Breakdown)

EXHIBIT C

SCHEDULE

EXHIBIT D

GUARANTEED MAXIMUM PRICE (GMP) Proposal

The enclosed Guaranteed Maximum Price (GMP) Proposal shall be completed at the time of submittal of the GMP for the Project and include associated backup information. The GMP, if approved, will be separately approved with the approval of the Construction Phase. Indirect Cost percentages shall be established prior to executing the Contract.

EXHIBIT E

LIST OF CONSTRUCTION ALLOWANCE ITEMS

(To be incorporated as a future Change Order)

EXHIBIT F

LIST OF CONTRACT DOCUMENTS

(To be incorporated as a future Change Order)

EXHIBIT G

SITE DESCRIPTION

See ALTA/ACSM Land Title Surveys prepared by _____ dated _____.

[verify completion of ALTA If not determine if one is required or provide a site description]

EXHIBIT H

DESIGN-BUILDER TEAM AND KEY PERSONNEL

EXHIBIT I
BILLING RATES

EXHIBIT J

DESIGNATION OF GILBERT'S AUTHORIZED REPRESENTATIVES

GILBERT's Authorized Representative is:

GILBERT's PM/CM is:

EXHIBIT K

INSURANCE REQUIREMENTS

1. DESIGN WORK

- 1.1 Without limiting any obligations or liabilities of Design-Builder, Design-Builder shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to GILBERT. Failure to maintain insurance as specified may result in termination of this Contract at GILBERT's option. If the Design-Builder is not the architect or engineer on the Project, the architect or engineer contracting with the Design-Builder shall comply with the requirements for Professional Liability insurance set forth in this Section 1.
- 1.2 No Representation of Coverage Adequacy. By requiring insurance herein, GILBERT does not represent that coverage and limits will be adequate to protect Design-Builder. GILBERT reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Design-Builder from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.
- 1.3 Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Contract, GILBERT, its agents, representative, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Contract.
- 1.4 Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Contract is satisfactorily performed, completed and formally accepted by GILBERT, unless specified otherwise in this Contract.
- 1.5 Primary Insurance. Design-Builder's insurance shall be primary insurance as respects performance of subject contract and in the protection of GILBERT and PM/CM as an Additional Insured.
- 1.6 Claims Made. In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the work or services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.
- 1.7 Waiver. All policies, except Workers' Compensation Insurance, shall contain a waiver of rights of recovery (subrogation) against GILBERT, its agents, representative, officials,

directors, officers, and employees for any claims arising out of the work or services of Design-Builder. Design-Builder shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

- 1.8 Evidence of Insurance. Prior to commencing any work or services under this Contract, Design-Builder shall furnish GILBERT with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Design-Builder's Insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage specified in this Contract and that such coverage and provisions are in full force and effect. If a Certificate of Insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Contract. Such Certificate(s) shall identify the Contract and be sent to GILBERT's Risk Manager. If any of the above-cited policies expire during the life of this Contract, it shall be Design-Builder's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

- 1.8.1 GILBERT, its agents, representatives, officers, directors, officials, employees and PM/CM is an Additional Insured as follows:

- a) Commercial General Liability-Under ISO Form CG 20 10 11 85 or equivalent.
- b) Auto Liability-Under ISO Form CA 20 48 or equivalent.
- c) Excess Liability-Follow Form to underlying insurance.

- 1.8.2 Design-Builder's insurance shall be primary insurance as respects performance of this Contract.

- 1.8.3 All policies, including Workers' Compensation, waive rights of recovery (subrogation) against GILBERT, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Design-Builder under this Contract.

- 1.8.4 Certificate shall cite a thirty (30) day advance notice cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

- 1.8.5 Certificate shall include project descriptive information including:

- a) Project Name.
- b) Project Number.
- c) Contract Number.

- 1.9 Required Coverage:

- 1.9.1 Commercial General Liability: Design-Builder shall maintain “occurrence” from Commercial Liability Insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof most current version, including but not limited to, separation of insureds clause. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, GILBERT, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured Endorsement form CG 20 10 11 85 or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you”. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.
- 1.9.2 Professional Liability: Design-Builder shall maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Design-Builder, or anyone employed by Design-Builder, or anyone for whose acts, mistakes, errors and omissions Design-Builder is legally liable, with a liability insurance limit of \$2,000,000 each claim and \$4,000,000 unimpaired liability limit for all claims. Professional Liability coverage specifically for Architects, Engineers and Surveyors shall contain contractual liability insurance covering the contractual obligations of this Contract. In the event the Professional Liability insurance policy is written on a “claims made” basis, coverage shall extend for three (3) years past completion and acceptance of the work or services, and Design-Builder shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above. Design-Builder shall require all subconsultants or subcontractors to maintain the same Professional Liability insurance, except that the liability insurance limit may be \$1,000,000 each claim and \$2,000,000 unimpaired liability limit for all claims. All Certificates of Insurance shall state that GILBERT is the certificate holder for purposes of the Certificate.
- 1.9.3 Vehicle Liability: Design-Builder shall maintain Business Automobile Liability Insurance with a limit of \$1,000,000 each occurrence on Design-Builder’s owned, hired, and non-owned vehicles assigned to or used in the performance of the Design-Builder’s work or services under this Contract. Coverage will be at least as broad as Insurance Services Office, Inc. coverage code “1” any auto policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of performance of this Contract, GILBERT, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.
- 1.9.4 Workers’ Compensation Insurance: Design-Builder shall maintain Workers’

Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Design-Builder's employees engaged in the performance work or services under this Contract and shall also maintain Employer Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

- 1.9.5 Insurance provisions set forth in this Contract are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

2. CONSTRUCTION WORK

- 2.1 General: Design-Builder agrees to comply with all GILBERT ordinance and state and federal laws and regulations.
- 2.2 Without limiting any obligations or liabilities of Design-Builder, Design-Builder shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A or above with policies and forms satisfactory to GILBERT. Failure to maintain insurance as specified may result in termination of this Contract at GILBERT's option.
- 2.3 No Representation of Coverage Adequacy: By requiring insurance herein, GILBERT does not represent that coverage and limits will be adequate to protect Design-Builder. GILBERT reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in the Contract Documents or failure to identify any insurance deficiency shall not relieve Design-Builder from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of the Contract.
- 2.4 Additional Insured: All insurance coverage and self insured retention or deductible portions, except Workers Compensation Insurance, shall name, to the fullest extent permitted by law for claims arising out of the performance of the Contract, GILBERT, its agents, representatives, officers, directors, officials, employees and project/construction management firm as Additional Insured as specified under the respective coverage sections of this Contract Documents.
- 2.5 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Work or services required to be performed under the terms of subject Contract is satisfactorily performed, completed and formally accepted by GILBERT, unless specified otherwise in this Contract Documents.
- 2.6 Primary Insurance: Design-Builder's insurance shall be primary insurance as respects performance of subject Contract and in the protection of GILBERT as an Additional Insured.
- 2.7 Occurrence Basis: All insurance coverage shall be on an occurrence basis and not a claims made basis.

- 2.8 Waiver: All policies, except Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against GILBERT, its agents, representatives, officers, directors, officials and employees for any claims arising out of the Work. Design-Builder shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.
- 2.9 Policy Deductibles and or Self Insured Retentions: The policies set forth in these requirements may provide coverage, which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to GILBERT. Design-Builder shall be solely responsible for any such deductible or self-insured retention amount. GILBERT, at its option, may require Design-Builder to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.
- 2.10 Use of Subcontractors: If any Work under the Contract Documents is subcontracted in any way, Design-Builder shall execute a written Contract with Subcontractor containing at a minimum the same Indemnification Clause and Insurance Requirements set forth herein (except that the policy amounts may be reduced commensurate with the subcontract duties of each subcontractor) protecting GILBERT and Design-Builder. Design-Builder shall be responsible for executing the Contract with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.
- 2.11 Evidence of Insurance: Prior to commencing any Work under the Contract Documents, Design-Builder shall furnish GILBERT with Certificate(s) of Insurance, or formal endorsements as required by the Contract Documents, issued by Design-Builder's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage, conditions, and limits of coverage specified in the Contract Documents and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as evidence of coverage, GILBERT shall reasonably rely upon the Certificate of Insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Contract. Such certificates shall identify the Project. If any of the above-cited policies expire during the life of the Contract, it shall be Design-Builder's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:
- 2.12 GILBERT, its agents, representatives, officers, directors, officials and employees is an Additional Insured as follows:
- a) Commercial General Liability-Under ISO Form CG 20 10 11 85 or equivalent.
 - b) Auto Liability-Under ISO Form CA 20 48 or equivalent.
 - c) Excess Liability-Follow Form to underlying insurance.
- 2.13 Design-Builder's insurance shall be primary insurance as respects performance of Contract.
- 2.14 All policies, including Workers Compensation, waive rights of recovery (subrogation) against GILBERT, its agents, representatives, officers, directors, officials and employees for any claims

arising out of Work performed by Design-Builder under the Contract Documents.

2.15 Certificate shall cite 30-day advance notice cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

2.16 Certificate shall include project descriptive information including:

- a) Project Name.
- b) Project Number.
- c) Contract Number.

2.17 REQUIRED COVERAGE:

2.17.1 Commercial General Liability: Design-Builder shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Offices, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insureds clause. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, GILBERT, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under Insurance Service Offices, Inc. Commercial General Liability Additional Insured Endorsement form CG 20 10 11 85, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in GILBERT, but only with respect to liability arising out of “your work” for that insured by or for you.” Design-Builder, its successors and or assigns, is required to maintain Commercial General Liability insurance as specified hereunder for a minimum period of three (3) years following completion and acceptance of subject Work. Design-Builder shall submit Certificate of Insurance evidencing such Commercial General Liability insurance during said three year period containing all of the insurance requirements set forth herein including naming GILBERT, its agents, representatives, officers, directors, officials and employees as Additional Insured as required. If any excess insurance is utilized to fulfill the requirements of this paragraph, such excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

2.17.2 Vehicle Liability. Design-Builder shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Design-Builder’s owned, hired, and non-owned vehicles assigned to or used in the performance of the Work. Coverage will be at least as broad as Insurance Services Office, Inc. coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. If any hazardous material, as defined by any local, state or federal authority, is the subject, or transported, in the performance

of the Work, an MCS 90 endorsement is required providing \$5,000,000 per occurrence limits of liability for bodily injury and property damage. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, GILBERT, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance Service Officers, Inc. Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any excess insurance is utilized to fulfill the requirements of this paragraph, such excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

- 2.17.3 Worker's Compensation Insurance: Design-Builder shall maintain Worker Compensation Insurance to cover obligations imposed by federal and state statutes having jurisdiction of Design-Builder's employees engaged in the performance of the Work and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.
- 2.17.4 Builder's "All Risk": Design-Builder shall maintain Builder's "All Risk" Insurance in an amount not less than one hundred percent (100%) of the Contract price. Such policy shall include coverage for fire, lightening, vandalism, malicious mischief, riot, civil commotion, smoke, sprinkler leakage, water damage, windstorm, hail, earthquake, landslide, flood and collapse or loss due to the results of faulty workmanship during the Contract Time and until Final Acceptance of the Work by GILBERT.

EXHIBIT L

PERFORMANCE BOND

STATUTORY PERFORMANCE BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter
"Principal"), and _____, a corporation organized and
existing under the laws of the State of _____, duly licensed in and holding a certificate of
authority to transact surety business in the State of Arizona issued by the Director of the department of
Insurance pursuant to Title 20, Chapter 2, Article 1, (hereinafter "Surety"), as Surety are held and
firmly bound unto Town of Gilbert, County of Maricopa, State of Arizona in the amount of
_____ Dollars (\$_____), for the payment of which,
the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and
assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with Town of
Gilbert, entitled _____.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the
Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and
agreements of the Contract during the original term of the Contract and any extension of the Contract
with or without notice to the Surety, and during the life of the guaranty required under the Contract,
and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of
all duly authorized modifications of the Contract that may hereinafter be made, notice of which
modifications to the Surety being hereby waived, the above obligation is void. Otherwise it remains in
full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Title
34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this Bond shall be determined
in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the
extent as if it were copied at length in this Contract.

The prevailing party in a suit on this Bond shall recover as part of the judgment
reasonable attorney fees that may be fixed by a judge of the court.

This Bond shall not be executed by an individual surety or sureties, even if the
requirements of A.R.S. Section 7-101 are satisfied.

Witness our hands this _____ day of _____, 20____.

PRINCIPAL

SEAL

By _____

SURETY

SEAL

By _____

Address of Surety:

AGENT OF RECORD

AGENT ADDRESS

* Attach Power of Attorney

EXHIBIT M

LABOR AND MATERIALS BOND

STATUTORY PAYMENT BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter
"Principal"), as Principal and _____, a corporation
organized and existing under the laws of the State of _____, duly licensed in and holding
a certificate of authority to transact surety business in the State of Arizona issued by the Director of the
Department of Insurance pursuant to Title 20, Chapter 2, Article 1, (hereinafter "Surety"), as Surety are
held and firmly bound unto Town of Gilbert, County of Maricopa, State of Arizona in the amount of
_____ Dollars (\$ _____), for the payment of which
the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and
assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with Town of
Gilbert, entitled _____.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the
Principal promptly pays all monies due to all persons supplying labor or Materials to the Principal or
the Principal's Subcontractors in the prosecution of the Work provided for in the Contract, this
obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Title
34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this Bond shall be determined
in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona
Revised Statutes, to the extent as if it were copied at length in this Contract.

The prevailing party in a suit on this Bond shall recover as part of the judgment
reasonable attorney fees that may be fixed by a judge of the court.

This Bond shall not be executed by an individual surety or sureties, even if the
requirements of A.R.S. Section 7-101 are satisfied.

Witness our hands this ____ day of _____, 20__.

PRINCIPAL

SEAL

By _____

SEAL

SURETY

By _____

Address of Surety:

AGENT OF RECORD

AGENT ADDRESS

* Attach Power of Attorney

EXHIBIT N

**TOWN OF GILBERT, ARIZONA
AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS**

Project _____

To Town of Gilbert, Arizona
Building Department:

The undersigned hereby certifies that (1) all lawful claims for Materials, rental of equipment and labor used in connection with the construction of the above Project, whether by Subcontractor or claimant in person, have been duly discharged; and (2) to the best of undersigned's knowledge, there are not any disputed or unresolved claims of any type for Materials, equipment or labor in connection with this Project.

The undersigned, for the consideration of \$_____, as set out in the final pay estimate, as full and complete payment under the terms of the Contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above-described Project. The undersigned further agrees to indemnify and save harmless Town of Gilbert against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said GILBERT may suffer arising out of the failure of the undersigned to pay for all labor performance and Materials furnished for the performance of said installation.

Signed and dated at _____, this ____ day of _____, 20__.

Design-Builder

By _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public

My Commission Expires:

EXHIBIT O

TOTAL PROJECT COST

1. "Cost of the Work". The term "Cost of the Work" shall mean Construction Costs associated with project Specification Divisions 1-16 incurred by the Design-Builder in the performance of the Work. The following are categories of cost and expense to be paid by GILBERT to the Design-Builder as Cost of the Work and are identified in the Guaranteed Maximum Price (GMP) Form given in Exhibit D:

- 1.1 A1 Labor and Burden
- A2 Equipment (Owned and Rented)
- A3 Materials, Supplies, and Fees
- A4 Subcontracts
- A5 Allowances & Contingencies

2. Construction Costs

2.1 Labor and Burden Costs

2.1.1 Wages of construction workers directly employed by the Design-Builder or the Contractor to perform the construction of the Work at the Site or, with GILBERT's agreement, at off-site workshops.

2.1.2 Wages or salaries of the Design-Builder's or Contractor's supervisory and administrative personnel when stationed at the Site and wages, salaries and other costs of project management, preconstruction services, form design, foundation engineering, manpower planning, purchasing, estimating and data processing, whether performed at the Site or in the Design-Builder's or Contractor's offices, including, but not limited to services rendered during the Design Phase of the Project.

2.1.3 Wages and salaries of the Design-Builder's or Contractor's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

2.1.4 Burden: Costs paid or incurred by the Design-Builder or the Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in subsections 2.1.1 through 2.1.3 above.

2.2 Equipment (Owned and Rented)

2.2.1 Costs, including transportation equipment incorporated or to be incorporated in the completed construction.

2.3 Materials, Supplies, and Fees Costs

2.3.1 Costs of materials described in subsection 2.3.1 in excess of those actually installed which are required to provide reasonable allowance for waste and spoilage. Unused excess materials, if any, shall be handed over to GILBERT at the completion of the Work, or at GILBERT's option, shall be sold by the Contractor, amount realized, if any, from such sales shall be credited to GILBERT as a deduction from the Cost of the Work.

2.3.2 Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers, which are provided by the Contractor at the Site and fully consumed in the performance of the Work; and cost, less salvage value, on such items if not fully consumed, whether sold to others or retained by the Contractor. Costs for items previously used by the Contractor shall mean fair market value.

2.3.3 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers, which are provided by the Contractor at the Site, whether rented from the Contractor or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rental charges for equipment owned by the Contractor shall be at then prevailing rates.

2.3.4 Costs of removal of debris from the Site.

2.3.5 Costs of facsimiles, telegrams and long distance telephone calls, postage and delivery charges (whether originating at the Site or at the offices of the Design-Builder or the Contractor), telephone service at the Site and reasonable petty cash expenses of the Site office.

2.3.6 That portion of the reasonable travel and subsistence expenses of the Design-Builder's and Contractor's personnel incurred while traveling in discharge of duties connected with the Work.

2.3.7 Fees and assessments for any permits, licenses and inspections required by the Contract Documents.

2.3.8 Fees of testing laboratories for tests required by the Contract Documents or governmental authorities.

2.3.9 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents. The costs of defending suits or claims for infringement of patent rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against the Design-Builder or the Contractor resulting from such suits or claims and payments of settlements in connection therewith.

2.3.10 Deposits lost for cause other than the Design-Builder's or Contractor's negligence.

2.4 Subcontractor Costs

2.4.1 Amounts due Subcontractors in accordance with the requirements of the Subcontracts.

2.5 Allowances & Contingencies Costs

2.5.1 Those Owner controlled costs identified in Exhibit E associated with work items that have been specifically defined through negotiations with GILBERT and are identified in the Guaranteed Maximum Price (GMP) Form given in Exhibit D with associated pricing.

2.5.2 The contractor contingency belongs to the Design-Builder if it is needed but is returned to GILBERT if it goes unused. It reflects the incomplete nature of the drawings and specifications at the time the GMP is established and may be used to cover unanticipated costs that arise during construction. Written approval from GILBERT is required for Design-Builder use of this contingency.

3. "Indirect Costs". The term "Cost of the Work" shall mean costs not associated with project Specification Divisions 1-16 incurred off the project site by the Design-Builder in the performance of the Work. The following are categories of cost and expense to be paid by GILBERT to the Design-Builder as Indirect Costs and are identified in the Guaranteed Maximum Price (GMP) Form given in Exhibit D:

3.1 General Conditions

3.1.1 Salaries and other compensation of the Design-Builder's or Contractor's personnel stationed at the Contractor's principal office or offices other than the Site, except as specifically provided in subsections 2.1.2 and 2.1.3 above.

3.1.2 Expenses of the Design-Builder's or Contractor's principal office and offices, other than the Site office.

3.1.3 Overhead and general expenses, except as may be included in Sections 1 and 2 above.

3.1.4 The capital expenses of the Design-Builder and the Contractor, including interest on capital employed for the Work.

3.1.4 Home office profit and overhead expenses.

3.1.5 Any bonuses awarded by to the Design-Builder to its employees or subcontractors.

3.2 Fee

3.2.1 "Fee" means the profit payable to the Design-Builder, which is a part of the GMP, as more fully described on Exhibit D attached hereto

3.3 Bonds

3.3.1 "Bonds" refers to the Payment and Performance Bonds identified in Contract Article 7 that shall be furnished to GILBERT prior to the commencement of Construction Work on the Site.

3.4 Insurance

3.4.1 "Insurance" to be provided is described in Exhibit K.

3.5 Sales Taxes

3.5.1 “Sales Taxes” refers to those sums to be paid as a percentage of the GMP.

3.6 Preconstruction Services

3.6.1 Those services identified in this Contract that are to be performed during the design phases of the Project by the Design-Builder.

3.7 Total Project Cost

3.7.1 Total Project Cost is the sum total of the GMP, Preconstruction Services, and any prior phase GMP's.

EXHIBIT P

HAZARDOUS MATERIALS

1. Certain Definitions

1.1 "Hazardous Materials" means any substance.

1.1.1 the presence of which requires investigation or remediation under federal, state or local law, statute, regulation, ordinance, order, action, policy or common law.

1.1.2 which is or becomes defined as a "hazardous waste", "hazardous substance", pollutant or contaminant under any federal, state or local law, statute, regulation, rule or ordinance or amendments thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq. ("CERCLA"), as amended, or the Resource, Conservation and Recovery Act, as amended, 42 U.S.C. §§6901 et seq. ("RCRA");

1.1.3 which is petroleum, including crude oil or any fraction thereof not otherwise designated as a "hazardous substance" under CERCLA, including without limitation gasoline, diesel fuel or other petroleum hydrocarbons;

1.1.4 which toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority or instrumentality or the United States or the District of Columbia;

1.1.5 the presence of which on the Site causes or threatens to cause a nuisance upon the Site or to the adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Site, or

1.1.6 the presence of which on adjacent properties could constitute a trespass by the Design-Builder or GILBERT.

1.2 "Underground Storage Tank" shall have the definition assigned to that term by Section 9001 of RCRA, 42 U.S.C. § 6991, and also shall include:

1.2.1 any tank of 1,100 gallons or less capacity used for storing motor fuel;

1.2.2 any tank used for storing heating oil for consumption on the premises where stored;

1.2.3 any septic tank; and

1.2.4 any pipes connected to items 1.2.1-1.2.3.

1.3 "Environmental Requirements" means all applicable laws, statutes, regulations, rules, ordinances, codes, licenses, permits, orders and similar items of all governmental agencies or other instrumentalities of the United States or the District of Columbia and all applicable judicial, administrative and regulatory decrees, judgments and orders relating to the protection of human health or the environment, including, without limitation:

1.3.1 all requirements, including but not limited to, those pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Materials into the air, surface water, ground water or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials; and

1.3.2 all requirements pertaining to the protection of the health and safety of employees or the public.

1.4 "Environmental Damages" means all claims, judgments, damages, losses, penalties, fines, liabilities, encumbrances, liens, costs and expenses of investigation and defense of any claim, including, without limitation, attorney's fees, which are incurred at any time as a result of the existence of Hazardous Materials upon, about or beneath the Site or migrating or threatening to migrate to or from the Site, and including, without limitation;

1.4.1 damages for personal injury, or injury to property or to natural resources occurring upon or off the Site;

1.4.2 fees incurred for the services of attorneys, consultants, the Design-Builder, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such Hazardous Materials or violation of Environmental Requirements; and

1.4.3 liability to any third party or governmental agency or political subdivision to indemnify such party, agency or political subdivision for costs expended in connection with the items listed in subparagraph 1.42.

1.5 "Environmental Conditions" means collectively, Hazardous Materials and Underground Storage Tanks.

2. Investigation of Site

2.1 Upon written notice from GILBERT, the Design-Builder shall prepare for execution by GILBERT, one or more contracts ("Environmental Contracts") with suitably qualified consultants and/or engineers ("Environmental Engineers"), each of which Environmental Engineer and which form of Environmental Contract shall be subject to the approval of GILBERT, for purposes of performing an investigation and analysis of the Site prior to demolition and excavation activities, to determine the presence of any Environmental Conditions on, in or under the Site. The Environmental Contracts shall provide for a commercially reasonable scope of investigation approved by GILBERT, and may provide for conducting the investigation and testing in phases acceptable to GILBERT. The Environmental Contracts shall also provide that the Environmental Engineers shall begin their tests and inspections at the Site as soon as GILBERT is able to arrange access to the Site, or any portions thereof, for such purposes. The Environmental Contracts shall provide that the Design-Builder, acting as agent of GILBERT, shall coordinate the activities of the Environmental Engineers.

2.2 The Environmental Contracts shall provide that the Environmental Engineers shall prepare such reports, feasibility studies and remedial plans ("Environmental Assessments") as may be reasonably necessary in order to identify and explain the quantity, scope and nature of the Environmental Conditions found to exist at the Site. The Environmental Assessments shall contain a detailed analysis

of the Environmental Conditions discovered, and the actions ("Remedial Actions") required for the response, removal, cleanup or remediation of such Environmental Conditions (i) which are required by Environmental Requirements, or (ii) which are reasonably necessary to mitigate Environmental Damages.

2.3 The Environmental Contracts shall provide that the Environmental Engineers shall promptly provide GILBERT and the Design-Builder with a copy of each Environmental Assessment, together with any other reports and test results generated pursuant to the Environmental Contracts. The Design-Builder shall, promptly after receipt of the foregoing matters from the Environmental Engineers, prepare and submit to GILBERT a written report setting forth the Design-Builder's understanding of whether and to what extent any recommended Remedial Actions may result in an amendment to the Schedule and the progress of the Work.

2.4 The Environmental Contracts shall provide that it shall be the responsibility of the Environmental Engineers to give any necessary notice to the Federal District or other agencies of the presence of any Environmental Conditions; to pursue all necessary negotiations with Federal and District agencies concerning preparation and approval of a plan for clean-up to the extent required; and to obtain all necessary permits to perform any Remedial Actions.

3. Remedial Actions

3.1 If so instructed by GILBERT, based upon the results of the Environmental Assessments, the Design-Builder shall, as agent for GILBERT, obtain bids from remediation contractors ("Remediation Contractors") suitably qualified and approved by GILBERT, to perform the Remedial Actions selected by GILBERT and shall submit such bids to GILBERT, together with the Design-Builder's recommendation of the Remediation Contractor(s) who should be retained. If GILBERT elects to go forward with all or any portion of the Remedial Actions covered by the bids submitted, GILBERT will so advise the Design-Builder in a written notice on or before the date which is sixty (60) Days after receipt of the foregoing matters from the Design-Builder. Promptly after receipt of such notice, the Design-Builder shall prepare for GILBERT's execution remediation contracts ("Remediation Contracts") with the Remediation Contractors identified in such notice.

3.2 The Design-Builder, as agent for GILBERT, shall be responsible for coordinating the work and services performed by the Remediation Contractors, and coordinating such work with the Work.

3.3 If in the course of performance of the Work, the Design-Builder encounters on the Site any Hazardous Materials not previously disclosed and remediated by the Environmental Engineers or the Remediation Contractors, the Design-Builder shall immediately suspend the Work in the area affected and promptly thereafter report the condition to GILBERT.

4. Payments: Liability of Design-Builder

4.1 All payments due under the Environmental Contracts and the Remediation Contractors shall be made by GILBERT directly to the Environmental Engineers and the Remediation Contractors. Such payments will be based on requisitions, which requisitions shall be approved by the Design-Builder prior to submission to GILBERT.

4.2 All payments due under the Environmental Contracts, the Remediation Contracts and for

Environmental Damages, shall not be a part of the GMP, and shall be the sole responsibility of GILBERT, except as expressly provided otherwise in Section 5 hereof.

4.3 It is understood and agreed that with respect to any Environmental Conditions existing on the Site, the Design-Builder is not, and shall not be deemed to be, a generator, arranger, GILBERT, operator, treater, storer, transporter or disposer of, or otherwise responsible for, any such Environmental Conditions. It is understood and agreed that the Design-Builder shall have no right to direct the means or methods of performance of any Environmental Engineer or Remediation Contractor.

4.4 GILBERT shall indemnify, defend and hold harmless the Design-Builder, the Subcontractors, and the directors, officers, agents and employees of each (the "Design-Builder Indemnitees"), from and against any Environmental Damages asserted against or sustained by such parties as a result of any of the Design-Builder Indemnities being deemed or determined to be a generator, arranger, GILBERT, operator, treater, storer, transporter or disposer of, or otherwise responsible for, any such Environmental Conditions.

5. Environmental Responsibilities of the Design-Builder

5.1 GILBERT acknowledges and agrees that the Design-Builder shall not commence or continue any demolition or construction activities on any portion of the Site on or in which Remedial Actions are to be performed until such Remedial Actions are to the point where construction activities will not interfere with such Remedial Actions, as evidenced by appropriate certification by the applicable Environmental Engineer and/or Remediation Contractor and any required approvals of any applicable government agencies. The Design-Builder agrees to use good faith diligent efforts to adjust and reschedule its activities at the Site so as to minimize, to the extent reasonably practical, the adverse effect on the progress of the Work resulting from any Remedial Actions.

5.2 The Design-Builder shall not bring Hazardous Materials to the Site, and shall not include Hazardous Materials in any construction materials, unless permitted by Environmental Requirements. The Design-Builder shall comply, and shall cause the Subcontractors to comply, with all Environmental Requirements regarding the generation, handling, storage, treatment and disposal of Hazardous Materials.

5.3 The Design-Builder shall indemnify, defend and hold harmless the Indemnified Parties from and against any Environmental Damages asserted against or sustained by such parties as a result of any violation by the Design-Builder or the Subcontractors of any Environmental Requirements arising out of the performance of the Work.